

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – MAINE

I. Definitions

The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability, as required by Maine law, to be provided under a policy of automobile liability insurance:

1. \$50,000 for each person, subject to \$100,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

Part **A** is amended as follows:

The **Supplementary Payments** Provision is replaced by the following:

Supplementary Payments

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

III. Part D – Coverage For Damage To Your Auto

Paragraph **B.** of the **Insuring Agreement** in Part **D** is replaced by the following:

- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

However, loss caused by the following is not considered "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;

6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

IV. Part F – General Provisions

Part **F** is amended as follows:

- A.** The following is added to the **Our Right To Recover Payment** Provision:

With respect to Part **B** – Medical Payments Coverage, we shall be entitled to a recovery under Paragraph **A.** or **B.** only if: ~~when the person's awarded or settled damages exceed \$20,000 and:~~

1. We have the written approval of such person; or
2. ~~After~~ The person has been fully compensated for damages.

Any recovery by us shall be reduced by our pro rata share of such person's attorney's fees incurred in obtaining the recovery from another source.

- B.** The **Termination** Provision is replaced by the following for all vehicles other than a motorcycle (or similar type vehicle) or snowmobile:

Termination

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:
 - a. At least 10 days' notice from the date of receipt by you if cancellation is for nonpayment of premium; or

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- b. At least 20 days' notice from the date of receipt by you in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium;
 - b. For fraud or material misrepresentation affecting this policy or the presentation of a claim;
 - c. If any person seeking recovery violates the terms or conditions of this policy; or
 - d. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period if this is not a renewal or continuation policy; or
 - (2) If this is a renewal or continuation policy, during the policy period or the 180 days immediately preceding this policy's effective date.

However, this Paragraph (d.) shall not apply with respect to:

- (1) A first or second suspension of an adult provisional driver's license resulting from a moving motor vehicle violation;
- (2) A first or second suspension of a juvenile provisional license resulting from a moving motor vehicle violation other than:
 - (a) A conviction for operating under the influence of intoxicants or with an excessive blood alcohol level; or
 - (b) Operation of a motor vehicle with any amount of alcohol in the blood; or
- (3) A suspension of the driver's license of a minor resulting from the illegal transportation of liquor in a motor vehicle.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address last known by us. We will provide at least 30 days' notice, beginning from the date of your receipt of such notice. Subject to this notice requirement, if the policy period is other than one year, we will have the right not to renew or continue it only at each anniversary of its original effective date.

Our right to nonrenew this policy is subject to the limitations contained in the applicable Maine Statutes.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

- 1. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
- 2. The effective date of cancellation stated in the notice shall become the end of the policy period.
- 3. A postal service certificate of mailing to the named insured shown in the Declarations at the address last known by us will be conclusive proof of receipt of notice:
 - a. On the fifth calendar day after mailing of a notice of cancellation; or
 - b. On the third calendar day after mailing of a notice of nonrenewal.

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C. The following provision is added:

Post-judgment Interest

We will pay interest accruing after a judgment is entered in accordance with Maine law. Our duty to pay interest ends when we offer to pay that part of the judgment that does not exceed our limit of liability for which coverage is provided under this policy.

This payment will not reduce the limit of liability for which coverage is provided under this policy.

~~This endorsement must be attached to the Change Endorsement when issued after the policy is written.~~

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